

Bid Document

Bid Details	
Bid End Date/Time	28-12-2022 11:00:00
Bid Opening Date/Time	28-12-2022 11:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Power Grid Corporation Of India Limited
Organisation Name	Power Grid Corporation Of India Limited
Office Name	Corporate Office Gurgaon
Total Quantity	2
Item Category	Supply of CB Timing and DCRM Kit with 35 Mtrs connecting cable, Laptop and Trolley as per TS (Q3) , Supply of CB Timing& DCRM Kit with 35Mtrs connecting cable, Laptop & Trolley as per TS (Incl Buyback) (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Primary product category	Supply of CB Timing& DCRM Kit with 35Mtrs connecting cable, Laptop & Trolley as per TS (Incl Buyback)
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	159000

ePBG Detail

Advisory Bank	State Bank of India
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ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

POWERGRID CORPORATION OF INDIA LIMITED

Power Grid Corporation of India Ltd., Southern Region Transmission System-II, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 560 064
(Bengaluru)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	A.C. SANKARAI AH
Designation of Competent Authority	Sr.GM
Office / Department / Division of Competent Authority	C&M
CA Approval Number	557556
Competent Authority Approval Date	29-11-2022
Brief Description of the Approval Granted by Competent Authority	Competent authority has approved the wavier of MSE preference for the package, as the package is not divisible for MSE preference.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference

MII Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company

and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Supply Of CB Timing And DCRM Kit With 35 Mtrs Connecting Cable, Laptop And Trolley As Per TS (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Rudraraju Haribabu	632516,POWERGRID CORPORATION OF INDIA LIMITED, 765/400 kV Thiruvalem Substation, K.R.Thangal Post & Village, Katpadi Taluk, Vellore, Tamilnadu - 632516	1	120

Supply Of CB Timing& DCRM Kit With 35Mtrs Connecting Cable, Laptop & Trolley As Per TS (Incl Buyback) (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

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Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Technical Specification Complete View	Technical Compliance sheet to be submitted by all the bidders	Supply Of CB Timing And DCRM Kit With 35 Mtrs Connecting Cable, Laptop And Trolley As Per TS(1),Supply Of CB Timing& DCRM Kit With 35Mtrs Connecting Cable, Laptop & Trolley As Per TS (Incl Buyback) (1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

- GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S · n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

- Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
 1. Consignee wise
 2. Item Description
 3. Serial Number
 4. Model
 5. Brand
 6. Year of manufacturing
 7. Purchased on
 8. Age
 9. Size, Rating, Designation
 10. Quantity
 11. Min price (Optional)
 12. Unit
 13. Working Guidelines (/Functional/Non-Functional)
 14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 Payment Terms:

100% payment on successful completion of supply of testing instruments as per technical specification, demonstration of the testing instrument at site to the satisfaction of Engineer In-Charge.

2.0 Contract Performance Guarantee:

As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from list of banks as below, in favour of the Owner within 15 days from the date of Letter/Notice of award. The guarantee amount shall be equal to three percent (3%) of the contract price (Excl of GST).

The performance security shall at the contractor's option, be in the form of a crossed bank draft/pay order/banker certified cheque in favour of "POWERGRID"/ in the form of unconditional Bank Guarantee on Non judicial stamp paper of appropriate value purchased in the name of issuing bank in the format attached in **Buyer uploaded ATC document.**

Issuing Banks: The Bank Guarantee for Performance Security are to be provided by the Supplier, which should be issued either(a) by a Public Sector Bank located in India, or (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) by a foreign Bank or a

subsidiary of a foreign Bank, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India or (ii) a scheduled commercial private bank located in India.

Alternatively, if Performance Security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergridindia.com. While making such online payment, the bidder shall choose segment as "Suppliers" and fill in details as below:

Payment Category: Performance security

Payment Amount:

Name of Depositor: Name of Bidder

Vendor Code if applicable :

Payment Remarks :

The copy of 'Online Payment Acknowledgement-Suppliers' generated subsequent to the payment shall be submitted. The online payment facility shall be for payment in Indian rupees only.

Alternatively, Deduction at the rate of three percent (3%) of the Contract price (Excl of GST) shall be made towards Security Deposit (SD).

CPG shall be released within 90 days after the completion of defect liability period.

Qualifying Requirement

General

Qualification of bidder will be based on meeting the minimum criteria specified below regarding the Bidder's technical and financial experience as demonstrated by the Bidder's responses in the corresponding Bid schedules. The bid can be submitted by an individual firm or a joint venture of two or more firms meeting the Qualifying Requirement (QR).

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidder's work/manufacturing facilities visit ; (iii) manufacturing capacity, details of works executed, work in hand , anticipated in future in addition to the works involved in present bid ; (iv) details of quality systems in place ; (v) past experience and performance ; (vi) customer feedback ; (vii) banker's feedback etc.

POWERGRID, reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

1.0. Technical Experience

1.1 (A) The bidder must be Manufacturer of the circuit breaker Timing & DCRM kit who must have manufactured, tested and supplied at least 05 nos. of Circuit breaker Timing & DCRM kit to any Public sector Undertaking/ Government Research Institutes/ private power utilities during last Seven (7) years as on the originally scheduled date of bid opening i.e 28.12.2022 which should have completed two years of successful performance as on the date of originally scheduled date of bid opening mentioned above.

OR

1.1 (B) Bidder not meeting' the above requirement shall also be considered qualified provided he is an Authorized Indian partner/ Dealer/ Distributor of a foreign manufacturer/Indian manufacturer meeting the requirement stipulated at 1.1 (A) above. In case of foreign manufacturer, the offered Circuit breaker Timing & DCRM kit must have been supplied to any country other than the country of origin of manufacturer.

1.2 Bidder should have after sales service facility in India for the offered type of Testing Equipment / T&P. Proof in this regard along with the address of the service centre in India is to be enclosed with the bid.

1.3. Following documents shall be submitted by the bidder as evidence of above technical requirement:

a. A copy of Completion Certificate from the Client for completed supply or Performance Report from the Client (or) Any other document like Acceptance of Final Bill by client/Certificate from CA for completion of supplies etc.

b. Certificate from the agency indicating that five nos. of test kits are in satisfactory operation for at least two years in support of technical requirement.

In case bidder is a holding company, the technical experience referred to in clause 1.0 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 1.0 above shall be of that subsidiary company only (i.e. excluding its holding company).

2.0. Financial Position

For the purpose of this particular bid, bidders shall have to meet the following minimum criteria.

a. Minimum Average Annual Turnover[^](MAAT) of the bidder for best three years i.e. 36 months out of last five financial years of the bidder should be INR.1,19,15,640/-.

[^]Note- "Annual gross revenue from operations/gross operating income as incorporated in the profit & loss account excluding other income".

In case bidder is a holding company, the financial position criteria referred to in clause 2.0 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, the financial position criteria referred to in clause 2.0 above shall be of that subsidiary company only (i.e. excluding its holding company).

3.0 The bidder shall submit documentary evidence in support of meeting the qualification criteria as specified above.

Note: RELAXATION FOR MSE BIDDERS

(i) TECHNICAL EXPERIENCE:

MSEs[^] / START-Ups^{^^} meeting the specified requirements at para 1.1(A) above, shall also be considered qualified if they meet 80% (Eighty percent) of the requirements as specified at para 1.1(A).

(ii) FINANCIAL POSITION:

MSEs[^]/ START-Ups^{^^} meeting the specified requirements at para 2.0(a) above, shall also be considered qualified if they meet 80% (Eighty percent) of the requirements specified at para 2.0 (a).

MSEs[^] meeting the specified requirements at para 2.0(a) above, shall also be considered qualified for award up to 20% (Twenty percent) of the package order value.

MSEs as defined in bidding documents.

^{^^}START-Ups as defined by DIPP, as on the originally scheduled date of bid opening.

All bidders shall submit the Local content declaration as per the format in Attachment-17 attached in Buyer uploaded ATC document. Further the details of buyback equipment is also available in the Buyer uploaded ATC document.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the

bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---